



South Carolina Department of
Health
and Environmental Control

**BUREAU OF
BUSINESS MANAGEMENT**
DIVISION OF PROCUREMENT SERVICES
2600 Bull Street
Columbia, SC 29201-1708
Telephone: (803) 898-3501 Fax: (803) 898-3505
<http://www.scdhec.net/procurement>

REQUEST FOR PROPOSAL

SOLICITATION NUMBER: RFP- 26002-10/21/04-MAR (Number Must Be Shown On Front Of Envelope)	Procurement Officer: Michelle Robinson, CPPB Telephone No.: (803) 898-3469	Date Issued: Sept. 13, 2004
SEALED PROPOSALS WILL BE RECEIVED UNTIL TIME (ET): 2:30 pm DATE: October 21, 2004		
DESCRIPTION: Community Housing Resources for Persons with HIV Disease Maximum Contract Period: Five Years From Date of Award		
MUST BE SIGNED TO BE VALID		

By signing this proposal, I certify:

- This proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

By signing this request for proposal, I agree:

- To abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the offeror.
- If this proposal is accepted within 60 days from date of opening, to furnish any and all items/services at the prices quoted.

Drug-Free Workplace: (Note: This clause applies to resultant contract of \$50,000 or more). The State of South Carolina has amended Section 44, South Carolina Code of Laws, 1976, related to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 593, 1990 Acts and Joint Resolutions) By submission of a signed proposal, you are certifying that you will comply with all aspects of the Drug-Free Workplace Act and will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract. This certification also applies to any individual or firm employed by the contractor.

Authorized Signature		Printed Name		Date Signed
Company			Social Security or Federal Tax Number	
Mailing Address			Area Code and Phone Number ()	
City	State	Zip Code	Toll Free Phone Number 800	
E-mail Address			Fax Number	

*****Solicitation Number and Opening Date must be shown on the sealed envelope*****

This solicitation, any amendments, and the award to this solicitation will be posted at our website
<http://www.scdhec.net/procurement>

Offerors are responsible for checking this site for any applicable amendments or other documents related to this solicitation.

SUBMISSION OF QUESTIONS

All questions, request for information or requests for clarification regarding this Request for Proposal (RFP) must be submitted as indicated below. Questions, request for information or requests for clarification must be submitted in writing and received no later than September 30, 2004 at 5:00 PM EST. After this date no further questions will be addressed. After all written requests have been received, a response in the form of a written amendment to the RFP will be mailed to all potential offerors and posted on the DHEC's Division of Procurement Services website (<http://www.scdhec.net/procurement>).

Mark envelopes with questions and mail: QUESTIONS: RFP-26002-10/21/04-MAR

Title: Community Housing Resources for Persons with HIV Disease

Attn.: Michelle Robinson, CPPB

SEND QUESTIONS TO:**MAIL TO:**

S. C. DHEC
Division of Procurement Services
Bureau of Business Management
2600 Bull Street
Columbia, S. C. 29201-1708
Attn: Michelle Robinson, CPPB

HAND DELIVER/EXPRESS MAIL TO:

S. C. DHEC
Division of Procurement Services
Bureau of Business Management
2600 Bull Street, Room 1200 – Aycock Building
Columbia, S. C. 29201-1708
Attn: Michelle Robinson, CPPB

QUESTIONS MAY BE FAXED TO:

803-898-3505

OR,

E-MAIL ADDRESS:

robinsma@dhec.sc.gov

The solicitation number and closing date as specified in the proposal must be printed on the envelope or wrapping when proposals are submitted.

PART I.**GENERAL INFORMATION**

- A. Proposals will be considered as specified herein or attached hereto under the terms and conditions of this proposal.
- B. Proposal must be made in the official name of the firm or individual under which business is conducted (showing official business name) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
- C. Offerors are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.
- D. **ONE (1) ORIGINAL AND FOUR (4) COPIES OF YOUR PROPOSAL ARE REQUIRED.**
- E. Due to the possibility of negotiation with any offeror submitting a proposal which appears to be eligible for contract award pursuant to the selection criteria set forth in this Request for Proposal (RFP), prices will not be divulged at time of opening.
- F. Sealed proposals will be received by the South Carolina Department of Health and Environmental (DHEC), Division of Procurement Services until 2:30 p.m. local time on the opening date shown.
- G. The submitting offeror is required to have printed on the envelope or wrapping containing his proposal the Proposal Solicitation Number specified in this RFP and the proposal opening date. DHEC assumes no responsibility for unmarked or incorrectly marked envelopes being considered for an award.
- H. This solicitation does not commit DHEC to award a contract, to pay any cost incurred in the preparation of a RFP, or to procure or contract for the articles of goods or services. DHEC reserves the right to accept or reject any or all RFPs received as a result of this request, or to cancel in part or in its entirety this RFP if it is in the best interest of DHEC to do so.
- I. CONTACT PERSON: The contact person for this solicitation is Michelle Robinson, CPPB, Procurement Officer, Bureau of Business Management, Division of Procurement Services, Telephone No. (803) 898- 3469 E-mail address: robinsma@dhec.sc.gov

MAIL TO:

S. C. DHEC
Division of Procurement Services
Bureau of Business Management
2600 Bull Street
Columbia, S. C. 29201-1708

HAND DELIVER/EXPRESS MAIL TO:

S. C. DHEC
Division of Procurement Services
Bureau of Business Management
2600 Bull Street, Room 1200 – Aycock Building
Columbia, S. C. 29201-1708

*******ALL MAIL IS PICKED UP DAILY AT 8:30 A.M. AND 2:25 P.M.*******

PROPOSALS SUBMITTED VIA FACSIMILE MACHINE ARE UNACCEPTABLE.

PART II**SCOPE OF PROPOSAL**

It is the intent of the South Carolina Department of Health and Environmental Control (DHEC) to solicit proposals to fund local collaboratives that demonstrate the ability, innovation, and support to provide supportive housing, transitional housing and/or permanent affordable housing to persons with HIV/AIDS in accordance with all requirements stated herein.

All proposals must be complete and carefully worded and must convey all of the information requested (PROPOSAL CONTENTS) in order to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, DHEC and DHEC alone will be the judge as to whether that variance is significant enough to consider the proposal non-responsive and therefore not considered for award. Proposals which include either modifications to any of the Contractual Requirements of the RFP or an offeror's standard terms and conditions will be deemed non-responsive and therefore not considered for award.

Unless stated otherwise herein, the basic and governing language of the contract resulting from this solicitation shall be comprised of the RFP documents, including any attachments and amendments, and the successful offeror's signed proposal. In the event of a conflict between the two documents, the RFP shall govern.

PART III**INTRODUCTION**

Since 1992, Housing Opportunities for Persons with HIV/AIDS (HOPWA), a community-based program funded through the US Department of Housing and Urban Development (HUD), has provided emergency housing and supportive services to more than eighty communities to support, create and operate HIV/AIDS housing initiatives. This initiative proposes to expand on current programs and services currently funded through HOPWA, CFDA No. 14.241.

The proposed projects are intended to provide community-housing opportunities and services that prevent homelessness, improve access to affordable high quality housing alternatives, and minimize the risk to individuals or families of becoming homeless because they suffer from HIV/AIDS. For purposes of this RFP and the eventual awarding of a grant, long-term is defined as supportive housing, transitional housing and permanent affordable housing available to persons with HIV/AIDS.

PART IV**SCOPE OF WORK**

The contractor must:

- A. Insure compliance with HUD reporting requirements. An Annual Performance Report (APR) will be submitted for the HOPWA year which is April 1 – March 31. Reports will be due to DHEC by April 30 each year. Forms for the report will be provided by DHEC. The report will include demographic information about individuals and families assisted with HOPWA funds and administrative costs charged to the program.
- B. Submit Quarterly Progress Reports detailing accomplishments to date and progress meeting objectives.

- C. Develop the model as proposed and accepted by DHEC.

PART V

BUDGET

DHEC will make available HOPWA funds to fund one or more housing projects intended to coordinate and integrate existing community services with supportive, transitional or permanent housing alternatives for individuals with HIV/AIDS and their families.

Award could be made to one or more contractors. Determination of award(s) will be based on the merits of the proposed projects according to the requirements of the RFP. Up to seven percent of the total grant may be used for administration. This does not include the costs of staff necessary to assess clients and provide housing assistance. Any continuation of funding is contingent upon federal funds availability. Funding is limited to projects within the State of South Carolina

The contractor shall invoice the DHEC Division of STD/HIV monthly. The period covered shall be stated on the request for payment, which should be received with fifteen (15) days after the end of each month. Mail requests for payment to S.C. Department of Health and Environmental Control, Health Services Administration - Contract Unit, Box 101106, Columbia, S.C., 29211. An initial advance payment invoice may be made for the expected amount needed for the first month of the award, and subsequent invoices should reflect actual expenditures for eligible activities for the previous month. By the end of the contract period, the total expenditures should offset the initial advance payment. Advanced payment must be based on estimated expenditures by the recipient for no more than the next 30-day period. The contractor should make every attempt to utilize funds as expeditiously as possible.

PART VI

CONTRACT TERM/OPTION TO EXTEND

INITIAL CONTRACT PERIOD: From Award of Contract to March 31, 2005

MAXIMUM CONTRACT PERIOD: From Award of Contract to March 31, 2009

A resulting contract will automatically extend on each anniversary date unless either party elects not to extend the contract. Extensions may be less than, but will not exceed five (5) additional one (1) year periods. If the contractor elects not to extend on the anniversary date, the contractor must notify the Materials Management Office of its intention in writing ninety (90) days prior to the anniversary date.

PART VII

PROPOSAL CONTENTS

To be considered for award, all proposals must include, as a minimum, responses to the information requested in this section. HOPWA allows shared housing arrangements, apartments, single room occupancy dwellings and community residences. Supportive housing, transitional housing and permanent housing are acceptable activities. The following are examples of acceptable models that may be proposed for purposes of this RFP.

Acquisition and Rehabilitation of Existing Facilities

Lease and/or Purchase of Existing Facilities

Operating Costs**New Construction of Permanent Housing Units**

- X Community Residences
- X Single Room Occupancy Dwellings

Offerors should restate each of the items listed below and provide their response immediately thereafter. All information should be presented in the listed order:

- A. Provide a detailed description of the proposed initiative. Include in your description:
1. A summary of the proposed initiative, including a time line listing goals, objectives, and activities.
 2. Resumes of personnel assigned to oversee the completion of the initiative.
 3. Other private, public, or in-kind resources available to the initiative.
 4. Site control, if applicable.
 5. Members of the development team (contractor, architect, engineer, etc.)
 6. Letters of interest from financial institutions or entities providing permanent financing.
 7. If applicable, provide concrete examples of other projects undertaken and completed by your agency.
- If you are a 501(c)(3) nonprofit organization, please enclose a copy of your approved IRS designation letter, Articles of Incorporation, By-Laws, and currently elected Board of Directors. If you are a public agency, please provide a copy of your agency's organizational chart and names of the elected Public Body your agency is accountable to (City Council, Board or Commissioners)
- B. Describe in detail your agency's capacity to initiate, manage and complete the initiative being proposed. Include a description of your agency's internal and accounting controls currently in place that will demonstrate capability to successfully complete proposed project, manage revenues, account for expenditures, and maintain accurate records during completion of and closing of the proposed initiative. Provide a copy of your current annual organizational/agency budget and most recently completed audit.
- C. Include the written results of a needs assessment recently completed in your geographic region over the past 24 months that quantifies various housing types and options available to persons with HIV/AIDS including but not limited to group homes, transitional housing, community residences, permanent rental housing, and other alternatives available.
- D. Provide written verification from the agency's Executive and/or Fiscal Director, Treasurer and/or CPA that the agency is in compliance with OMB Circular A-133 including audit requirements for entities receiving more than \$500,000 annually in federal awards. If applicable, please include your agency's most recent audit.
- E. Describe in detail all existing collaborations and or partnerships your agency is involved with that demonstrates capacity to successfully carry out the grant activity proposed. Include supporting documentation, such as Letters of Support or Memorandums of Understanding to verify asserted collaborations.
- F. Provide a work plan and timetable for completing the proposed initiative including quantifiable goals, objectives and outcomes expected.

- G. Provide a description of your agency's ability to complete quarterly progress reports and evaluate the overall effectiveness in meeting stated goals and objectives as required by DHEC.
- H. Describe your agency's ability to verify client eligibility for participation in the proposed initiative. Include sample applications, verification forms, and income requirements. In addition, describe your agency's system insuring client confidentiality including file and records maintenance.
- I. Provide a comprehensive budget itemizing all expected program costs for each year of the contract. Include a total cost for the project. (Refer to Section V, Budget.)

NOTE: DHEC has the discretion to conduct a pre-award site visit of the selected applicant to assess the organization's management and fiscal capacity and may limit the amount of grant funds requested

PART VIII

AWARD CRITERIA

Proposals will be evaluated by a review panel on the basis of the following criteria listed in order of importance:

Cover Letter – Submit a cover letter, which includes a summary of the offeror's ability to perform the services described herein and a statement that the offeror is willing to perform those services and enter into a contract with DHEC. The cover letter must state that the offeror will comply with all requirements of the RFP. The cover letter must be signed by a person having the authority to commit the offeror to a contract.

- A. Demonstration of ability to perform the scope of work and experience in providing specified services (Proposal Contents A-C)
- B. Ability and integrity in providing services as demonstrated by records of service and letters of support and/or commitment, and the ability to complete the contract within the required time frame (Proposal Contents D-G)
- C. Description of an adequate and feasible plan for collecting information on clients served and on the cost of services (Proposal Content H)
- D. Cost - consistency of the budget request with the proposed program, including requirement that no more than 7% be allocated to administration and planning (Proposal Content I)

PART IX

SPECIAL CONDITIONS

- A. State employees who bid on DHEC contracts for profit must:
 - 1. Have a Federal Identification Number (FEIN) in their bid response.
 - 2. Include a copy of the "Request for Approval of Outside Employment Request Form" signed by their supervisor in case they are the low bidder and are awarded the contract or provide a copy with five days from written or verbal request.
 - 3. The employee MUST NOT be involved in the procurement process in any way and the employee MUST NOT have access to confidential information regarding the contract that is not available to all vendors bidding on the contract. Additionally, the employee MUST

NOT use DHEC resources to prepare the bid or in the performance of the contract unless it is authorized as part of the contract.

- B. The contractor agrees to operate the program services in accordance with the requirements of applicable HUD regulations (24 CFR part 574).
- C. Records with respect to all matters covered by this contract must be maintained for six years beyond the end date of this contract, and shall be available for audit and inspection for any time such audit is deemed necessary by DHEC. If audit has begun but is not completed at the end of the 6-year period, or if audit findings have not been resolved at the end of the 6-year period, the records shall be retained until resolution of the audit findings. Records include financial records and current and accurate data on the race/ethnicity of program participants. The contractor must agree to make available to HUD for inspection financial records to ensure proper accounting and dispersing of HOPWA funds. These records will be monitored on an ongoing basis by DHEC and are subject to an annual review by HUD. The contractor must be prepared to provide, upon request by DHEC, specific documentation of expenditures included on submitted invoices. The Contractor must comply with HUD reporting requirements as listed in the Annual Performance Report.
- D. **No fee, except rent, may be charged of any individual for any service provided with HOPWA funds.**
- E. Confidentiality:
 - 1. The Contractor agrees to abide by DHEC's policy of confidentiality, which states that all information as to personal facts and circumstances given or made available to employees/volunteers and/or contractors of DHEC in administration of programs shall be held confidential and shall not be divulged without consent of the programs and services and individual(s) to which it pertains. Confidential agency information and action shall not be divulged.
 - 2. Certain information received by DHEC may not be released pursuant to the Family Privacy Protection Act. Information that is otherwise available to the public under the Freedom of Information Act may be released in accordance with State law. Should information identify a DHEC client or employee, it may not be released outside of the agency except upon receipt of a properly completed authorization signed by the individual or his/her parent or guardian. If information is released pursuant to the receipt of a properly completed authorization, documentation of the release must be maintained. A copy of the authorization must be included in this documentation.
 - 3. Protected Health Information generally cannot be released except pursuant to a proper authorization by the client or his/her parent or guardian, or pursuant to a specific exception under the Health Insurance Portability and Accountability Act (45 CFR Parts 160 and 164). DHEC may conduct routine audits of health records to ensure compliance with this procedure.
 - 4. Any unauthorized disclosure of confidential information may result in termination of this contractual relationship with DHEC and may be grounds for fines, penalties, imprisonment, civil suit, or debarment from doing business with the State.
 - 5. The Contracting Party shall immediately notify the District Medical Director and DHEC HIPAA Privacy Officer of any possible breach of privacy or security of DHEC client's protected health information under the HIPAA Privacy Rule or applicable state law that occurs in the course of performing this Agreement.

6. The Contracting Party and employees/agents of the Contracting Party will be required to sign DHEC's Confidentiality Agreement (DHEC form #0321), a copy of which is attached hereto. Alternatively, if the Contracting Party desires to rely upon an existing Confidentiality Agreement signed by its employees/agents, a copy of the Confidentiality Agreement must first be provided to the DHEC Contract Officer for evaluation, and the Contracting Party must provide verification that all employee/agents obtaining access to DHEC confidential information in the course of performing this agreement have executed the Confidentiality Agreement.

F. Subrecipient:

1. Contractors (subrecipients), except for-profit entities, whose fiscal year ends after December 31, 2003, shall have a single or program-specific audit conducted for that fiscal year if they expend \$500,000 or more in Federal awards from all sources during their fiscal year in accordance with the provisions of Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, dated June 27, 2003.
2. The Audit shall be completed and submitted within the earlier of 30 days after receipt of the auditor's reports(s), or nine months after the end of the audit period. The Contractor (subrecipient) agrees to send one copy of any audit conducted under the provisions of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, dated June 24, 1997, or June 27, 2003, if applicable, to: **SC DHEC, Office of Internal Audits, 2600 Bull Street, Columbia, SC, 29201.**
3. Entities which are audited as part of the State of South Carolina Statewide Single Audit are not required to furnish a copy of that audit report to DHEC's Office of Internal Audits.
4. Non-Federal entities that expend less than \$500,000 a year in total Federal awards, from all sources, are exempt from the Federal audit requirements of OMB Circular A-133 for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
5. A Contractor (subrecipient) is prohibited from charging the cost of an audit to Federal Awards if the contractor expended less than \$500,000 from all sources of federal funding in the contractor's fiscal year. If the contractor expends less than \$500,000 in federal funding from all sources in the contractor's fiscal year, but obtains an audit paid for by non-federal funding, then DHEC requests a copy of that audit to be sent to: **SC DHEC, Bureau of Disease Control, Division of STD/HIV, Box 101106, Mills/Jarrett Complex, Columbia, S.C. 29211.**
6. As a subrecipient, if you utilize an indirect cost rate, you must provide:
 - a. A copy of the approved indirect cost rate letter from your federal cognizant agency.
 - OR**
 - b. An indirect cost rate reviewed and approved by an external auditor in accordance with GAAP.

Otherwise, only direct charges will be allowed under the terms and conditions of this contract.

- G. Contractors who are not required to obtain a single or program specific audit may be required to obtain limited scope audits if the quarterly compliance reports, site visits and other information

obtained by the department raise reasonable concern regarding compliance with contract conditions. Such engagements may not be paid for by DHEC pass through funds.

- H. DHEC may deobligate all or a portion of the amounts approved for the HOPWA program if such amounts are not expended in a timely manner, or the proposed activity for which funding was approved is not provided.
- I. Limitations of Assistance to Primarily Religious Organizations: Assistance may be provided by project sponsors that are primarily religious organizations if the organization agrees to provide eligible activities in a manner that is free from religious influences and in accordance with the following principals:
1. It will not discriminate against any employee or applicant for employment based on religion and will not limit employment or give preference in employment to persons on the basis of religion.
 2. It will not discriminate against any person applying for eligible activities on the basis of religion and will not limit housing or other eligible activities or give preference to persons on the basis of religion.
 3. It will provide no religious instruction or counseling, conduct no religious services or worship, engage in no religious proselytizing, and exert no other religious influence in provision of eligible activities.
- J. Nondiscrimination and Equal Opportunity: The contractor must, within the eligible population, comply with the following requirements for nondiscrimination on the basis of race, color, religion, sex, national origin, age, familial status and handicap:
1. Fair Housing Requirements: the requirements of the Fair Housing Act (43 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100; Executive Order 11063 and implementing regulations at 24 CFR part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1.
 2. Discrimination on the basis of age or handicap: The prohibitions against discrimination based on age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146; the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; and applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101-12213) and implementing regulations at 28 CFR part 35 (States and local government grantees) and part 36 (public accommodations requirements for certain types of short-term housing assistance).
 3. Employment opportunities: The requirements of section 3 of the Housing and Urban Development Act of 1968, (12 U.S.C 1701(u)) (Employment Opportunities for Lower Income Persons in Connection with Assisted Projects).
 4. Minority and women's business enterprises: The requirements of Executive Orders 11625, 12432, and 12138 apply to grants under this part. Consistent with HUD's responsibilities under these Orders, the consortia and/or project sponsor must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.

5. Affirmative outreach: The contractor must adopt procedures to ensure that all persons who qualify for the assistance, regardless of their race, color, religion, sex, age, national origin, familial status, or handicap know of the availability of the HOPWA program, including facilities and services accessible to persons with a handicap, and maintain evidence of implementation of the procedures.
 6. Disability requirements: The contractor must not discriminate against persons with AIDS or related diseases based on an additional handicap of such persons in violation of the Fair Housing Act or Section 504 of the Rehabilitation Act of 1973. In addition, the Contractor must comply with the reasonable modification requirement of the Fair Housing Act, the reasonable accommodation requirements of the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973, and the accessibility requirements of the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act, and implementing regulations. See 42 U.S.C. 3604(f) and 24 CFR 100.203-100.205; 29 U.S.C. 794 and 24 CFR part 8; and 28 CFR parts 35 and 36.
- K. Anti-lobbying Certification: Recipients of Federal contracts, grants and loans are prohibited from using appropriated funds for lobbying the Executive or Legislative Branches of Federal Government. The rule is found at 24 CFR part 87. It requires applicants, grantees and project sponsors of assistance exceeding \$100,000 to certify that no Federal funds have been or will be spent on lobbying activities in connection with the assistance. The rule also requires disclosures from applicants, grantees and project sponsors if nonappropriated funds have been spent or committed for lobbying activities if those activities would be prohibited if paid with appropriated funds. Substantial monetary penalties may be imposed for failure to file the required certification of disclosure.
- L. Conflict of Interest: In addition to the conflict of interest requirements in OMB Circular A-102 and 24 CFR 85.36 (b)(3), no person who is an employee, agent, consultant, officer, or elected or appointed official of Contractor and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any other contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter. HUD may grant exceptions to this exclusion as provided in CFR 24 part 574.625 (b).
- M. Any funds paid by DHEC and not used for completion of services shall be returned to DHEC.
- N. Contractor's travel expenses, including room and board, incurred in connection with the services described in Scope of Work, will be limited to reimbursement at the standard State rate in effect during the period of this agreement and will be included within the maximum amount of the contract.
- O. The parties agree that during the term of this contract, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of services herein.
- P. By accepting this award, the contractor certifies that it:
1. has neither used nor will use any appropriated funds for payments to lobbyists;

2. will disclose the name, address, payment detail and purpose of any agreement with a lobbyist whom Contractor or its subtier contractor(s) or subgrantee(s) will pay with profits or nonappropriated funds on or after 12/22/89; and
3. will file quarterly updates about the use of lobbyists if material changes occur in their use.

Q. The Contractor certified to DHEC that it will provide a drug-free workplace by:

1. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
2. establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the contractor's policy of maintaining drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. the penalties that may be imposed upon employees for a drug violations;
3. making it a requirement that each employee to engaged in the performance of the contract be given a copy of the statement required by item a.;
4. notifying the employee in the statement required by item a., that as a condition of employment on the contract or grant, the employee will:
 - a. abide by the terms of the statement and
 - b. notify the employer or any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after the conviction.
5. notifying DHEC within 10 days after receiving notice under item 4(b) from an employee or otherwise receiving actual notice of the conviction;
6. imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted, as required by Section 44-107-50 (SC Code of Laws); and
7. making a good faith effort to continue to maintain a drug-free workplace through implementation of items 1-7.

DHEC Confidentiality Agreement

I understand that the South Carolina Department of Health and Environmental Control (DHEC) has a legal and ethical responsibility to maintain confidentiality of information as to personal facts and circumstances of DHEC clients, employees, or other citizens given or made available to DHEC in administration of the agency's programs and services.

DHEC's Confidentiality Policy states that Information about personal facts and circumstances of DHEC employees and clients will be kept confidential and will not be disclosed without the individual's written authorization, except as required by law. Protected Health Information that identifies an individual generally cannot be released unless properly authorized by the client or his/her legal representative, or pursuant to a specific exception under the Health Insurance Portability and Accountability Act (45 CFR Parts 160 and 164). The Family Privacy Protection Act may place additional limitations on disclosure of personal information.

Formatted

Information that is made available to the public under the Freedom of Information Act must be disclosed in accordance with State law. However, the Freedom of Information Act protects information of a personal nature such that public disclosure would constitute an unreasonable invasion of privacy. The types of information that generally must be kept confidential include, but are not limited to: protected personal information of job applicants or DHEC employees, vital records information, social security numbers, and health information that identifies individuals.

I understand that during the course of my employment, volunteer services, or contract performance with DHEC, I may see or hear confidential information and/or protected health information.

By signing this agreement, I understand and agree that I will not disclose confidential information or protected health information unless the disclosure complies with DHEC policies and is required to perform my responsibilities. I will not access or view any information other than what is required to do my job. If I have any questions about whether I need access to certain information, or whether certain information should be disclosed, I will immediately ask my supervisor for clarification.

I will not discuss any confidential information or protected health information obtained in the course of my relationship with DHEC with any person or in any location outside of my area of responsibility in DHEC, except as otherwise required or permitted by law. I will not make any unauthorized copy or disclosure of this information, or remove or transfer this information to any unauthorized location.

I agree that my obligations under this Agreement regarding confidential and protected health information will continue after termination of my employment/volunteer assignment/contract affiliation with DHEC.

I understand that violation of this Agreement may result in termination of my volunteer, contractual and/or work relationship with DHEC and may be grounds for disciplinary action, fines, penalties, imprisonment or civil suit to be brought against me.

I have read the above Agreement and agree to comply with all its terms.

Signature: _____ Date: _____

Witness: _____ Date: _____

Work Location: _____

PART XI.**CONTRACTUAL REQUIREMENTS**

- 1.0 **DEBARRMENTS/SUSPENSION:** By submission of a proposal, **you are certifying** that your company has not been debarred or suspended under OMB Circular A-133 Compliance Supplement or otherwise from doing business in the State of South Carolina.
- 2.0 **FORCE MAJEURE:** The contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restriction. Strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
- 3.0 **SOUTH CAROLINA GOVERNING LAW:** The Agreement and any dispute, claim, or controversy relating to the Agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. All disputes, claims, or controversies relating to the agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title II, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in Richland County, State of South Carolina. Contractor agrees that any act by Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used this paragraph, the term "Agreement" means any transaction or agreement arising out of, relation to, or contemplated by the solicitation. The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this Agreement.
- 4.0 **OFFEROR'S QUALIFICATIONS:** Offeror must, upon request of DHEC, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of the proposal. DHEC reserves the right to make the final determination as to the offeror's ability to provide the services requested herein.
- 5.0 **OFFEROR'S RESPONSIBILITY:** Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.
- 6.0 **AFFIRMATIVE ACTION:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741-4.

- 7.0 **TERMINATION:** Subject to the Provisions below, any contract resulting from this proposal may be terminated for any reason by DHEC provided a thirty-day advance notice in writing is given to the contractor.
- 7.1 **For Non-Appropriations:** Funds for this contract are payable from State and/or Federal appropriations. In the event sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to DHEC.
- 7.2 **For Convenience:** In the event that this contract is terminated or canceled upon request and for the convenience of DHEC without the required thirty days advance written notice, then the DHEC shall negotiate reasonable termination costs, if applicable.
- 7.3 **For Cause:** Termination by DHEC for cause, default or negligence on the part of the contractor shall be excluded from the foregoing conditions; termination costs, if any shall not apply. The thirty days advance notice requirement is waived and the default clause listed herein shall apply.
- 8.0 **DEFAULT:** In case of default on the contractor, the DHEC reserves the right to purchase any or all items or services in default in open market, charging contractor with any excessive costs. SHOULD SUCH CHARGE BE ASSESSED, NO SUBSEQUENT PROPOSALS OF THE DEFAULTING CONTRACTOR WILL BE CONSIDERED UNTIL THE ASSESSED CHARGE HAS BEEN SATISFIED.
- 9.0 **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor will be required to assume sole responsibility for the complete effort as required by this RFP. DHEC will consider the contractor to be the sole point of contact with regard to contractual matters.
- 10.0 **SUBCONTRACTING:** If any part of the work covered by this RFP is to be subcontracted the contractor shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by DHEC. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the offeror.
- 11.0 **OWNERSHIP OF MATERIAL:** Ownership of all data, material and documentation originated and prepared for DHEC pursuant to this contract shall belong exclusively to DHEC.
- 12.0 **LEGAL OR CONSULTANT SERVICES:** If this contract is for legal or consultant services, it is subject to the provisions of section 11-9-105 of the 1976 Code of Laws of South Carolina as amended. "Any contract for legal or consultant services entered into by a State agency or institution shall include a provision which requires completion of all services. The Provisions shall further require that in the event all service are not fully rendered as provided for in the contract, any monies which have been paid by the agency under the contract must be refunded to the agency along with a twelve percent penalty".
- 13.0 **INDEMNIFICATION:** DHEC, its officers, agents, and employees, shall be held harmless from liability from any claims, damages and actions of any nature arising from a resultant contract, provided that such liability is not attributable to negligence on the part of the using agency or failure of the using agency to comply with the offer as outlined in the offeror's proposal.

- 14.0 COMPLIANCE WITH FEDERAL REQUIREMENTS: State or Federal requirements that are more restrictive shall be followed.
- 15.0 CONTRACT FORMAT: When applicable, the contractor shall also be required to abide by all the covenants, conditions, responsibilities, terms and stipulations as set forth in the contract format (attachment and accompanying schedules). Said contract format is subject to change prior to final execution of any contract, which is awarded subsequent to this Request for Proposal.
- 16.0 ASSIGNMENT: No contract or its provisions may be assigned, sublet, or transferred without the written consent of DHEC's Division of Procurement Services.
- 17.0 RECORDS RETENTION & RIGHT TO AUDIT: DHEC shall have the right to audit the books and records of the contractor as they pertain to this contract, both independent of, and pursuant to, S.C. Code Section 11-35-2220. Such books and records shall be maintained for a period of three years from the date of final payment under the contract.
- DHEC may conduct, or have conducted, performance audits of the contractor. DHEC may conduct, or have conducted, audits of specific requirements of this proposal as determined necessary by DHEC.
- Pertaining to all audits, contractor shall make available to DHEC to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the contractor shall be made available for auditing purposes at no cost to DHEC.
- 18.0 PROTECTION OF HUMAN HEALTH & THE ENVIRONMENT: DHEC requires all contractual activities to be in compliance with Local, State, and Federal mandates concerning "Protection of Human Health and the Environment". Any contractor doing business with DHEC will be required to document compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to "The Hazard Communication Standard" OSHA CFR 1910.1200 (SCRR Article 1,71-1910.1200). By submission of this proposal, the offeror agrees to take all necessary steps to ensure compliance with these requirements.
- 19.0 ORDER OF PRECEDENCE: In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order; (1) pricing schedule, (2) specifications, (3) standard solicitation provisions/general contract clauses, whether incorporated by reference or otherwise, (4) special solicitation provisions/special contract clauses, and (5) instructions to offerors.
- 20.0 By submission of a proposal, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.
- 21.0 HIPAA REQUIREMENTS: The contractor agrees that to the extent that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, will comply with the HIPAA requirements and will execute such agreements and practices as the South Carolina Department of Health and Environmental Control may require to ensure compliance.

- 22.0. DHEC'S CONFIDENTIALITY POLICY: The successful contractor agrees to abide by DHEC's policy of confidentiality which states in part that all information as to personal facts and circumstances given or made available to employees and/or contractors of DHEC in administration of programs shall be held confidential and shall not be divulged without the express written consent of the individual(s) for whom it pertains. The contractor and all contracting employees shall not discuss, disclose, release, divulge or otherwise communicate, any confidential information as to personal facts and circumstances observed or over heard while performing work pursuant to this contract. The contractor and all contracting employees, their agents, personal representatives and assigns, shall be fully liable and accountable for any resulting damage or injury to any person, institution or DHEC.

PART XII.**SPECIAL INSTRUCTIONS**

- 1.0 INTENT TO PERFORM: It is the intent and purpose of DHEC that this request shall permit competition. It shall be the responsibility of the bidder to advise DHEC, Division of Procurement Services, if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing, and must be received by DHEC, Division of Procurement Services not later than fifteen days after the date issue. A review of such notifications will be made.
- 2.0 RECEIPT OF PROPOSAL: State law requires that a copy of the proposal be submitted no later than the date and time specified in the Request for Proposal. Offeror's mailing proposals should allow a sufficient mail delivery period to insure timely receipt of their proposals by the issuing office. Any proposals received after the scheduled opening date and time will be immediately disqualified in accordance with the S.C. Consolidated Procurement Code and Regulations.
- 3.0 PREPARATION OF PROPOSAL:
- 3.1 All proposals shall be complete and carefully worded and must convey all of the information requested by the State. If significant errors are found in the offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, DHEC and the DHEC alone will be the judge as to whether that variance is significant enough to reject the proposal.
- 3.2 Proposals should be prepared simply and economically, providing a straightforward concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- 3.3 Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
- 3.4 If your proposal includes any comment over and above the specific information requested in our Request for Proposal, you are to include this information as a separate appendix to your proposal.

- 4.0 DISCUSSION/NEGOTIATION: By submission of a proposal, offeror agrees that during the period following issuance of a proposal and prior to final award of contract, offeror shall not discuss this procurement with any party except members of DHEC, Division of Procurement Services, or other parties specifically designated in this solicitation. Offeror shall not attempt to discuss with or attempt to negotiate with DHEC's end-user any aspect of the procurement without prior approval of the DHEC procurement officer responsible for this procurement.
- 5.0 AMENDMENTS:
- 5.1 VERBAL COMMENTS OR DISCUSSIONS BY DHEC RELATIVE TO THIS SOLICITATION CANNOT ADD, DELETE OR MODIFY ANY WRITTEN PROVISION. ANY ALTERATION MUST BE IN THE FORM OF A WRITTEN AMENDMENT TO ALL OFFERORS.
- 5.2 If it becomes necessary to revise any part of the RFP, an amendment will be provided to all eligible offerors.
- 6.0 AMENDMENTS, MODIFICATIONS, CHANGE ORDERS:
- A. SOLICITATION: All amendments to and interpretations of this solicitation shall be in writing from the DHEC Procurement Official. The Procurement Official shall not be legally bound by any amendment or interpretation that is not in writing.
- B. CONTRACT: Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless submitted in writing and approved by the Procurement Official responsible for this contract and the contractor. All questions, problems, or changes arising after award of this contract shall be directed to the Procurement Official responsible for this solicitation
- 7.0 ORAL PRESENTATIONS: Offerors may be requested to make oral presentations of their proposals to DHEC. Such presentations provide an opportunity for the offerors to clarify their proposals and to ensure a thorough understanding of them.
- 8.0 FUNDING: The offeror shall agree that funds expended for the purposes of the contract must be appropriated by the General Assembly of the State of South Carolina for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the offeror shall not prohibit or otherwise limit DHEC's right to pursue and contract for alternate solutions and remedies as deemed necessary by DHEC for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.
- 9.0 AWARD: Any award resulting from this request shall be awarded to the most responsive and responsible offeror(s) whose proposal is determined to be most advantageous to the State, taking into consideration price, when required, and the evaluation factors set forth herein; however, the right is reserved to reject any and all proposals received and in all cases, the State will be the sole judge as to whether an bidder's bid has or has not satisfactorily met the requirements of this RFP.

- 10.0 **SUBMITTING CONFIDENTIAL INFORMATION**: (An overview is available at www.state.sc.us/mmo/legal/foia.htm) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contend contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Bidder's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina and its officers and employees from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the State withholding information that Offeror marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". (All references to S.C. Code of Laws.)
- 11.0 **RIGHT OF NON-COMMITMENT OR REJECTION**: This solicitation does not commit DHEC to award a contract, to pay any cost incurred in the preparation of a bid, or to procure or contract for the articles of goods or services. DHEC reserves the right to accept or reject any or all bids received as a result of this request, or to cancel in part or in its entirety this bid if it is in the best interest of the State to do so.
- 12.0 **RIGHT TO PROTEST**: Any offeror desiring to exercise rights under Section 11-35-4210 (Right to Protest) of the South Carolina Consolidated Procurement Code should direct all correspondence to Chief Procurement Officer, Division of General Services, 1201 Main St., Suite 600, Columbia, SC 29201.
- 13.0 **COST**: Cost submitted with proposal shall be firm for a period of at least 60 days from the closing date.

- 14.0 UNSUCCESSFUL OFFERORS: Offerors not awarded a contract under this solicitation may request return of their proposals within thirty days after notification of award is mailed. All cost of returns will be paid by the offeror. If Federal Express, UPS, or some other shipping number is not received with the request, all materials will be destroyed.
- 15.0 DISCUSSION WITH RESPONSIVE OFFERORS: Discussions may be conducted with responsive offerors who submitted proposals for the purpose of clarification to assure full understanding of the requirements of the Request for Proposal. All offerors whose proposals, in DHEC's sole judgement, need clarification shall be accorded such an opportunity.
- 16.0 PAYMENT OF GOODS & SERVICES: Payment for goods and services received by the State shall be processed in accordance with Section 11-35-45 of the South Carolina Procurement Code.
- 17.0 TAXES: Do not include any taxes in the proposal price shown that DHEC may be required to pay. Upon submission of a proposal by DHEC, the procurement officer will compute sales/use tax to the proposals when applicable (service/labor excluded) in determining the low offeror. This procedure is necessary in accordance with the S. C. Tax Commission Sales and Use Tax Regulation 117-174.95.

INCOME TAX CREDIT!!

References: SC §12-6-3350 – Income Tax Credit for State Contractors Having Subcontracts with MINORITY Firms

Taxpayers, who utilize certified minority subcontractors, may take a tax credit equal to 4% of the payments they make to said subcontractors. The payments claimed must be based on work performed directly for a **South Carolina** state contract. The credit is capped at \$25,000 per year or the total tax liability; whichever is lesser. The taxpayer is eligible to claim the credit for 6 consecutive taxable years beginning with the taxable year in which the credit is first claimed. There is no carry forward of unused credits.

The credit may be claimed on Form TC-2, “Minority Business Credit.” A copy of the subcontractor’s certificate from the Governor’s Office of Small and Minority Business (OSMBA) is to be attached to the contractor’s income tax return. Taxpayers must maintain evidence of work performed for a State contract by the minority subcontractor.

Questions regarding the tax credit and how to file are to be referred to:

SC Department of Revenue
Research and Review
Phone: (803) 898-5786
FAX: (803) 898-5888

Reference: SC §11-35-5010 - **Definition for Minority Subcontractor**
SC §11-35-5230 (B) - **Regulations for Negotiating with State Minority Firms**

The subcontractor must be certified as to the criteria of a “Minority Firm” by the Governor’s Office of Small and Minority Business Assistance (OSMBA). Certificates are issued to subcontractors upon successful completion of the certification process. Questions regarding subcontractor certification are to be referred to:

Governor’s Office of Small and
Minority Business Assistance
Phone: (803) 734-0657
FAX: (803) 734-2498

IMPORTANT TAX NOTICE - NONRESIDENTS ONLY

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at www.sctax.org.

This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-898-5383.

OFFEROR'S CHECKLIST

AVOID COMMON BIDDING MISTAKES

Review this checklist prior to submitting your proposal.
If you fail to follow this checklist, you risk having your proposal rejected.

- DO NOT INCLUDE ANY OF YOUR STANDARD CONTRACT FORMS!
- UNLESS EXPRESSLY REQUIRED, DO NOT INCLUDE ANY ADDITIONAL BOILERPLATE CONTRACT CLAUSES.
- REREAD YOUR ENTIRE PROPOSAL TO MAKE SURE YOUR PROPOSAL DOES NOT TAKE EXCEPTION TO ANY OF THE STATE'S MANDATORY REQUIREMENTS.
- MAKE SURE YOU HAVE PROPERLY MARKED ALL PROTECTED, CONFIDENTIAL, OR TRADE SECRET INFORMATION IN ACCORDANCE WITH THE HEADING ENTITLED: SUBMITTING CONFIDENTIAL INFORMATION. **DO NOT MARK YOUR ENTIRE PROPOSAL AS CONFIDENTIAL, TRADE SECRET, OR PROTECTED!** **DO NOT INCLUDE A LEGEND ON THE COVER STATING THAT YOUR ENTIRE RESPONSE IS NOT TO BE RELEASED!**
- HAVE YOU PROPERLY ACKNOWLEDGED ALL AMENDMENTS? INSTRUCTIONS REGARDING HOW TO ACKNOWLEDGE AN AMENDMENT SHOULD APPEAR IN ALL AMENDMENTS ISSUED.
- MAKE SURE YOUR PROPOSAL INCLUDES A COPY OF THE SOLICITATION COVER PAGE. MAKE SURE THE COVER PAGE IS SIGNED BY A PERSON THAT IS AUTHORIZED TO CONTRACTUALLY BIND YOUR BUSINESS.
- MAKE SURE YOUR PROPOSAL INCLUDES THE NUMBER OF COPIES REQUESTED.
- CHECK TO ENSURE YOUR PROPSAL INCLUDES EVERYTHING REQUESTED!
- CHECK *AGAIN* TO ENSURE YOUR PROPOSAL INCLUDES EVERYTHING REQUESTED!
- IF YOU HAVE CONCERNS ABOUT THE SOLICITATION, DO NOT RAISE THOSE CONCERNS IN YOUR RESPONSE! **AFTER OPENING, IT IS TOO LATE! IF THIS SOLICITATION INCLUDES A PRE-BID CONFERENCE OR A QUESTION & ANSWER PERIOD, RAISE YOUR QUESTIONS AS A PART OF THAT PROCESS!** PLEASE SEE INSTRUCTIONS UNDER THE HEADING 'SUBMISSION OF QUESTIONS' AND ANY PROVISIONS REGARDING PRE-PROPOSAL CONFERENCES.

This checklist is included only as a reminder to help offerors avoid common mistakes.
Responsiveness will be evaluated against the solicitation, **not** against this checklist.
You do not need to return this checklist with your response.